#### CITY OF LINCOLN/LANCASTER COUNTY

# CONTRACT AWARD NOTIFICATION SPECIFICATION NO.05-020 ANNUAL REQUIREMENTS FOR RFP ERGONOMIC OFFICE SEATING FOR CITY OF LINCOLN AND LANCASTER COUNTY

DATE: August 2, 2005

CONTRACT PERIOD: July 1,2005 thru June 30,2006

**CONTRACTOR**: Sheppard's Business Interiors

431 Apothecary 140 N.8th

Lincoln NE 68508

PURCHASING DIVISION K-STREET COMPLEX 440 SOUTH 8<sup>TH</sup> STREET LINCOLN, NEBRASKA 68508 (402) 441-7410

Company Representative: Kent Marshall

Telephone No.: 441-0070 FAX No.: 476-9710 E-Mail Address:

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

#### AS PER CONTRACT DATED MAY 2, 2005 SIGNED BY CAROLYN BEHRENS-NUISNER

City EO No. 73838

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/files/sharpurc/awardnotifications/c05020sh

Original Contract to :Contractor Public File Purchasing

C-05-0386 RECEIVED

JUL 7 2005

LANC. COUNTY CLERK

#### **CONTRACT DOCUMENTS**

#### **LANCASTER COUNTY**

NEBRASKA

FOR

Specification #05-020

## ANNUAL REQUIREMENTS FOR OFFICE SEATING DISCOUNTS

CONTRACTOR: Sheppard's Business Interiors, Lincoln, NE

## LANCASTER COUNTY, NEBRASKA CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 2 day of 1, 1, 2005, by and between Sheppard's Business Interiors, 431 The Apothecary, 140 N 8th St., Lincoln, NE, 68508 hereinafter called "Contractor", and the Lancaster County, Nebraska, hereinafter called the "County".

#### WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Requirements for Office Seating Discounts and related services #05-020, including: supplies, equipment, and delivery/pick up to/for Lancaster County Agencies. This Agreement is for Office Seating Discounts as per attached proposal (see Exhibit 2).

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

Request for Proposal #05-020, Annual Requirements for Office Seating Discounts and related services, including: supplies, equipment, and delivery/pick up to/for Lancaster County Agencies. This Agreement is for Office Seating Discounts as per attached proposal (see Exhibit 2).

The Work included in this Contract shall for the annual requirements beginning <u>July 1<sup>st</sup></u>, <u>2005</u> through <u>June 30<sup>th</sup></u>, <u>2006</u>.

- a. The County, at their discretion and with mutual consent form the Contractor, may extend the period of this agreement up to four (4) additional years, in one (1) year increments.
- b. The Contractor shall be notified in writing by the Purchasing Agent of the County's intention to extend the contract period at least thirty (30) days prior to the expiration of the original contract period.

TERMINATION OF CONTRACT This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the

Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

The Contract Documents comprise the Contract, and consist of the following:

- The Request for Proposals Specifications Exhibit 1
  - 1.1 Instructions to Proposers
  - 1.2 Special Provisions for Commodity Term Contracts
  - 1.3 Scope of Services
  - 1.4 Price Schedule & Sample Pricing
- 2. The Accepted Proposal Exhibit 2

CONTRACT APPROVED AS TO FORM:

Deputy Lancaster County Attorney

3. The Contract Agreement

1.

4. Insurance requirements for all Contracts - Exhibit 3

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

#### **EXECUTION BY LANCASTER COUNTY, NEBRASKA**

COUNTY OF LANCASTER, NEBRASKA

Board of Commissioners

IF A CORPORATION: ATTEST:	EXECUTION	BY CONTRACTOR  Shypmads Business Inknos
Secretary	(SEAL)	Name of Corporation  431 The Applicant Line (n 48508  Address
Dated:		By: Authorized Official

Legal Title of Official

#### Sheppard's Business Interiors

#### Bid response for The City of Lincoln, NE Specification No. 05-020

#### Annual Requirements For Office Seating

Presented by:

Kent Marshall Account Manager

Carolyn Behrens-Nuismer Director of Sales



#### Sheppard's Business Interiors

Kathy A. Smith Assistant Purchasing Agent 440 South 8<sup>th</sup> Street Suite 200 Lincoln, NE 68508

Dear Kathy,

Sheppard's Business Interiors values its strong relationship with the City of Lincoln. We feel we are uniquely positioned to meet the needs of the seating needs for the employees of our fine city. The strength of the Steelcase-SBI relationship is unsurpassed in the office furniture community. The high design and unsurpassed quality of the Steelcase product's we offer allow us to provide the City of Lincoln with tremendous value.

We appreciate the opportunity to continue to build our business relationship with the City of Lincoln. Our product offering for this bid is complete and meets the needs of the City of Lincoln.

Thank you for your consideration.

Best regards,

Kent Marshall Account Executive

#### **Bid Response**

#### **Scope of Services**

#### 1. General Information

1.1-1.4. Sheppard's Business Interiors offers Steelcase seating for its bid response. Our price proposal is tabbed in the pricing section of our proposal. All pricing is and will be bid using the contract number and bid contract reference numbers. Our pricing falls under the guidelines of the US communities bid for Steelcase.

#### 2. Term of Agreement

2.1-2.3.1 Sheppard's Business Interiors agrees to the one year term with the potential renewal for four additional one year teams. We agree and understand the cancellation terms of this agreement and its measurement.

#### 3. Inquiries

3.1-3.2 SBI understands and concurs that Kathy A. Smith will be the primary contact for this agreement.

#### 4. Pricing

- 4.1 SBI is offering the full line of Steelcase seating under this agreement.
- 4.2.1 The Product line offered the City of Lincoln is Steelcase.
- 4.2.2 The list pricing of this product is included in the quote for the product demonstrated for the City. List pricing can be obtained at any time from a representative of SBI.
- 4.2.3 Our discounting is based upon the US communities Contractual pricing with Steelcase and can be shown with list pricing.
  4.2.3.1 All pricing is shown within the quote section of the proposal from SBI.

#### 4.3 Trade In's

4.3.1-4.3.3 Sheppard's Business Interiors does not provide for trade-ins on the bid response. We will indicate that we are not taking trade-ins as part of this contract in the proposal form later in this document.

#### 5. Warranties

- 5.1 A copy of the Steelcase warranty is included in this proposal. The warranty spells out in detail covered components and the terms of the warranty for any chair in the product line. It covers use, shifts, frame, fabrics, casters, and pneumatic components.
- 5.2.1 Frame/structural components.
- 5.2.2 Fabrics/upholstery
- 5.2.3 Pneumatic cylinders/casters
- 5.2.4 Normal use
- 5.2.5 24x7 shift
- 5.2.6 Maximum Weight.

All of these items are spelled out in the Steelcase warranty that is included in the warranty section of this proposal

#### 6.1 Ordering

6.1.1-6.1.2 SBI understands that we are responsible for the administration of this agreement and that all chair selections are up to end user determination. SBI understands that all orders will be placed on an as needed basis with no minimums and/or maximums.

#### 6.2 Delivery

- 6.2.1 All chairs will be inspected for compliance and order specification.
- 6.2.2 All seating will be delivered to the location designated by the City of Lincoln.
- 6.2.3 SBI understands and looks forward to provided education and instruction to the employees of the City on proper ergonomic seating and to assist in proper adjustment.
- SBI will be available to review adjustments to the City on an as needed basis

#### 6.3 Maintenance

6.3.1-6.3.3 All administration of warranty claims are handled by factory trained representatives. Loaner chairs will be made available on an as needed basis.

#### 6.4 Demonstrations

- 6.4.1 SBI will make available to the City of Lincoln Demonstration chairs and 2 sets of catalogs for the City's use.
- A representative from SBI will be available periodically to provide ergonomic training to city employees.
- 6.4.3 SBI is willing to participate in a City of Lincoln Seating Fair.

#### 6.5 Vendor Added Services

6.5.1-6.5.2 A complete list of services SBI provides is included in this proposal.

#### 7. Evaluation Criteria and Award

7.1-7.3 Sheppard's Business Interiors understands the award process and its criteria.

#### 8. Submittal Requirements

- 8.1 Eight Copies of our proposal are submitted. One original.
- 8.2 Documents included in this proposal meet bid requirements.
  - 8.2.1 The proposal form
  - 8.2.2 Pricing
  - 8.2.3 Warranty information
  - 8.2.4 The trade-in information is spelled out under that section of our bid response.
  - 8.2.5 The price list used for our bid response is the US Communities bid.
  - 8.2.6 Base Fabric charts are included and available online at Steelcase.com
  - 8.2.7 The full Steelcase product line is available to the City of Lincoln within this proposal.

COMPANY NAME	Sheppaird's	Business
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Interiors

#### **PROPOSAL SPECIFICATION NO. 05-020**

		BID OPENING TIME: 12:00 NOON DATE: May 4, 2005			
or an	y bidder i	ECEIPT: The receipt of the addenda to the specification number through is hereby acknowledged. Failure to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All become part of the final contract document.			
contr perfo	act docu	ned proposer, having full knowledge of the requirements of the City of Lincoln for the below listed items and the imments and all other conditions of the Proposal, agrees to sell to the City the below listed items for the of this Specification, complete in every respect, in strict accordance with the contract documents at and for prices			
		THE ANNUAL REQUIREMENTS FOR OFFICE SEATING PRICING SCHEDULE			
1.	CHAIR	MANUFACTURER Steelcase			
2.	MANUI	FACTURER'S PRICE LIST NUMBER 160 DATE			
3.					
		US Comunities Contract Pricing ONE (1) TO 10,000CHAIRS: US COMM.% DISCOUNT OFF MFG. PRICE LIST			
		TOCHAIRS:% DISCOUNT OFF MFG. PRICE LIST			
		TOCHAIRS:% DISCOUNT OFF MFG. PRICE LIST			
4.	CONTR	RACT RENEWAL IS AN OPTION: YES _XX_; NO			
5.	TERM	PRICE CLAUSE:			
	5.1	PRICING PERCENT (%) FIRM FOR CONTRACT TERM: YES XX; NO			
	5.2	PRICE ADJUSTMENTS (NEW PRICES PER PRICE GUIDE) RESTRICTED TO ONCE/PER YEAR.			
6.	TRADE-IN ALLOWANCE:				
	6.1	Proposer agrees to accept trade-in of surplus office seating replaced by office seating purchased from Proposer:			
	·	YES[] NO xxx			
	6.2	Indicate terms and conditions of trade-in allowance:			

Con't next page.

	7.1	NORMA	AL USE WARRANTY:
	,	7.1.1	STRUCTURAL PARTS: Lifetine EARS.
		7.1.2	DESCRIBE:
	•	7.1.3	DESCRIBE:
			DESCRIBE:
		7.1.4	OTHER: DESCRIBE
	7.2	SHIFT V	VARRANTY:
		7.2.1	STRUCTURAL PARTS: Lifetine EARS. DESCRIBE:
		7.2.2	FABRICS/UPHOLSTERY: 5 YEARS. DESCRIBE:
		7.2.3	PNEUMATIC CYLINDER: YEARS. DESCRIBE:
		7.2.4	OTHER: DESCRIBE
8.	State o agreen bidder	of Nebraska nents, the r shall indica	JRCHASING: The City/County desires to make available to other local government entities of the a, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing right to purchase the same services, at the prices quoted, for the period of this contract. Each ated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.
			NO
	and co Under	unties. Te no circums	supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities rms and conditions of the contract must be met by political sub-divisions, cities and counties. stances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any see political sub-divisions, cities or counties.
9.	COMP	ANY REPF	RESENTATIVE RESPONSIBLE FOR THE ADMINISTRATION OF THIS CONTRACT:
	NAME:		Carolyn Behrens-Nuisner
		E/FAX NO:	<del>431 The Apothecary,</del> 140 No. 8th St. <del>402-441-0077, 402-47</del> 6-9710 NSIBILITIES:

7.

10.

WARRANTY

Complete "Sample Pricing Form" for each chair model you want considered for the contract demonstrator/sample (on loan to the City/County Purchasing Department during the contract.

AFFIRMATIVE ACTION PROGRAM: Contractor will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of contractor's equal opportunity policies, procedures and practices.

The undersigned signatory for the proposer represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

#### NOTE:

RETURN 8 COMPLETE COPIES OF PROPOSAL, ONE (1) OF SUPPORTING MATERIAL.

MARK OUTSIDE OF ENVELOPE AS FOLLOWS:

SEALED PROPOSAL FOR SPEC. 05-020

BY (Signature)
Carolyn Behrens-Nuisner
(Print Name)
Director of Sales
(Title)
05-02-05
(Date)
Email: cbehrens@bi-lincoln.com
· ·

Specifications may also be viewed on our website at: <a href="http://www.lincoln.ne.gov">http://www.lincoln.ne.gov</a> Key word search "Purchasing", "Bidding Opportunities" (select current year)



725 South 72" Street Omaha, Nebraska 68'14
Telephone (402) 393-8888
Fax (402) 393-0113

Lincoin, Nebraska Telephone (402) 441-0070

#### Quotation

#### An authorized Steelcase dealership

Page 1 of 2

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Proj No.
70343	2/28/05		CIT160	CAROLYN BEHRENS-NUISMER	

QUOTE TO: ACCTS PAYABLE

CITY OF LINCOLN

DEPARTMENT OF FINANCE

CITY/COUNTY BLDG. 555 S 10TH

LINCOLN, NE 68508

SHIP TO: ACCTS PAYABLE

CITY OF LINCOLN

DEPARTMENT OF FINANCE

CITY/COUNTY BLDG. 555 S 10TH

LINCOLN, NE 68508

P: 1.402.471.7411

P: 1.402.471.7411

Terms NET 30 DAYS

Sales Loc.: SBI - LINCOLN

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		BY SIGNING THIS QUOTATION, THE UNDERSIGNED CONFIRMS AND AGREES THAT: (A) THE UNDERSIGNED IS FULLY AUTHORIZED TO ACCEPT THIS ORDER ON BEHALF OF CUSTOMER; (B) THE UNDERSIGNED HAS RECEIVED AN READ THE ACCOMPANYING TERMS &  CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE; AND (C) SELLER IS IMMEDIATELY AUTHORIZED TO PLACE ORDERS WITH MANUFACTURERS LISTED HEREUNDER.	)	
1	* 1.00	462LEAP19L 462 CHAIR-ADJ MLD SEAT,HI MLD BK,HWP ARM,RBN FR,LUMBAR HT PLASTIC :6205 BLACK UPHLSTRY:5F17 BLACK	664.40	664.40
2	* 1.00	4535331DW 453 CHAIR-OPNL,PNEU HGT,HI BK, SOFT CAP,ADJ ARM H/W & SEAT D SHELL :6205 BLACK UPHLSTRY:5F17 BLACK	512.30	512.30
3	* 1.00	TS30603 TS CHAIR-LET'S B,HIGH BACK, UPRIGHT BACK LOCK UPHLSTRY:5F17 BLACK OPTIONS * OPTIONS * * ARMS *OPT:ARM OPTIONS ADJ ARMS ADJUSTABLE HEIGHT ARMS W	257.56	257.56
4	* 1.00	TS30103 A LA CARTE, ROUND BK, H BK, FXD B H, MAINT ADJ SEAT UPHLSTRY:5F17 BLACK OPTIONS * OPTIONS * * BACK OPT *OPT:BACK HEIGHT OPTIONS ADJ BACK ADJUSTABLE HEIGHT BACK CTRLMECH *OPT:CONTROL MECH OPTIONS SWV TILT SWIVEL-TILT MECHANISM ARMS *OPT:ARMS AD T CVD ADJ HGT/WDT 'T' ARMS, CRV	217.14	217.14

CCEPTED BY:	 TITLE:	



726 South 72" Street Omaha, Nebraska 68' 14 Telephone (402) 393-8888 Fax (402) 393-0113

Lincoln, Nebraska Telephone (402) 441-0070 Fax (402) 476-9710

#### Quotation

An authorized Steelcase dealership

Page 2 of 2

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Proj No.
70343	2/28/05		CIT160	CAROLYN BEHRENS-NUISMER	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
			Sub Total TAL SURCHARGE E-GOVERNMENT Grand Total	1,651.40 33.08 0.00 1,684.48
-		* PRODUCT INCLUDED IN METAL SURCHARGE  ******End of Quotation******		

CCEPTED BY:	 	TITLE:	

# Steelcase

## North America Lifetime Warranty

Steelcase inc. ("Steelcase") warrants that Steelcase® and Turnstone® brand commercial products are free from defects in materials or workmanship. Steelcase will repair or replace with comparable product, at its option and free of charge, any product, part, or component manufactured after January 1, 2002 which fails under normal use as a result of such defect. This warranty applies from the date of manufacture, regardless of shift usage and is valid only for the original purchaser.

#### Exceptions

#### 10 years

Seating mechanisms and pneumatic cylinders, electrical components, Werndl™ product lines

#### 5 years

Stacking chairs, wood-frame chairs, and all other mechanisms including: user-adjustable work surface mechanisms, office doors and their frames and mechanisms, wood veneer and other covering materials, foam and Classic Collection textiles

#### 3 years

Options Collection textiles, vinyl and acrylic

#### 1 year

Markerboards, Scribe Technology products, replacement parts (or the balance of the original warranty period, whichever is longer)

#### Exclusions

This warranty does not apply to product failure resulting from:

- · Normal wear and tear
- Failure to apply, install, or maintain products according to published Steelcase instructions and guidelines
- · Abuse, misuse, or accident
- · Alteration or modification of the product

### The following products and materials are not covered by this warranty:

- Products considered consumables (e.g. lamps and ballasts)
- Customer's own (COM) or non-standard textiles and materials
- Variations occurring in surface materials (e.g. colorfastness or matching grains, textures and colors across dissimilar substrates and lots)
- Other manufacturer's products (Steelcase will pass through other manufacturer's warranties where applicable and to the extent possible)

This warranty applies only to products delivered in the United States and Canada.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEELCASE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM ANY PRODUCT DEFECT.







## Product Compliance Laboratory Confirmation of Product Compliance

**Steelcase** Seating products have been designed, engineered, and manufactured, to meet or exceed all applicable ANSI / BIFMA (American National Standards for Office Furnishings) requirements for safety and performance.

Samples representative of current production have been tested and found to be in compliance with the following ANSI / BIFMA Test Requirements:

ANSI / BIFMA X 5.1 - 2002 General Purpose Office Chair Tests

Tested and found in compliance:

Turnstone A La Carte Chair Model

In addition to ANSI / BIFMA Standards the chair line listed above has been tested and found to be in Compliance with the following flammability Standards

California Technical Bulletin 116
Flame Retardance of Upholstered furniture

California Technical Bulletin 117\*
Flame Retardance of Resilient Filling Materials use in Upholstered furniture

\*evidence of compliance to & 117 is demonstrated by a label affixed to each chair

Steelcase uses it's own ISO 9001 registered and ISO17025 accredited laboratories, and independent laboratories, to verify compliance to the Standards and requirements listed.

Sincerely,

William Witvoet

Manager Steelcase Product Compliance Laboratory

PH 616-247-3441

Email wwitvoet@steelcase.com

Note:

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